

1882-001 Chancery Causes James Worley vs. James Sloan &c
Lee Co.

Morgan, Hagan

CA Estate Dispute
T-Property

-Deed

To the Honorable John A. Kelly Judge of the
Circuit Court of Lee County Va

Humbly complaining your Orator
James Worley would respectfully show to your
Honor that his mother Nancy Worley was on the
day of 1861 seized in fee simple
of a valuable tract of land situated in said County
some 10 Miles West of the Court which land is
more particularly described in a pretended
deed of the said Nancy Worley to James Sloan
dated on the day of 1863. a copy of
which is filed herewith as part hereof marked (A)
to which reference will be again hereafter made.
Respondent will now show your Honor that his
Mother was then & is in 1861, an old woman
some 60 or 65 years of Age. That at the breaking
out of the war her two unmarried sons who had
up to that date been living with her volunteered &
went into the army. One into the 50th Va Regt
the other into May Thompsons Battalion. That after
her two sons went into the army, ~~from~~ she
was left alone except a daughter in a delicate
state of health. In the fall of 1861, her son who

had gone into the 50th Regt died, & the other son being still in the army the said lady came to the conclusion that she could no longer support maintain & care for herself and daughter. She sent for your brother to come and see her, which he did. She then proposed to him that if he would take her and her daughter and take care of them that she would give him said tract of land. Your brother told her that he would do what he could do, and that if he could sell said land he would do so. Your brother then returned home and before he again saw his mother she sent the said James Sloan to see him about the purchase of said land. Your brother again went down to his mother and while there to wit about 25th day of December 1861, he sold said land to said Sloan for the price of \$1000.00 and the said Sloan executed his notes to your brother for the same as follows, one note for \$200, payable 15 March 1862, \$200, one year thereafter \$200 two years thereafter \$200, in three years of \$200 the residue 4 years thereafter. These notes were all executed & made payable to your brother and

were his property. said land as before stated
being given to your Orator in consideration that
he was thereafter to support maintain & take care
of his aged mother and invalid Sister. And
at the same time your Orator & his mother exe-
cuted a title bond to said Sloan by which
they bound themselves to convey said land
to the said Sloan as soon as the purchase price
of said land was fully paid. Your Orator
will further show your Honor that he at
once moved his said mother and sister
on to his own land & commenced to furnish
them their support which he has continued to
furnish up to this time. Your Orator will
further show your Honor that at the time he
made the sale of said tract of land he purchased
from Geo B Melbourne a tract of land adjoining his
home lands and agreed to pay the same price
for said last mentioned tract that he was to receive
for the other. in fact one of these tracts was made
to fit the other, and it was the contract and
agreement between himself and the said Sloan
that the said Sloan was to make his payments

so as to meet the payments of your Orator to the said Milbourne, and that he was to pay, or rather that your Orator would receive only such currency from the said Sloan as the said Milbourne would receive from him.

Your Orator will now show you that said Sloan paid the first note about the time it became due, and at the same time he paid \$40 which was placed as a credit on the second note. That about the 1st day of January 1863, he paid your Orator \$160.00 the balance of said second note. This is all the said Sloan ever paid your Orator towards the purchase price of said land.

Your Orator will now show you that shortly after the payment of the \$160.00 as above said he was notified by the agent of said Milbourne that he said Milbourne would not receive any more Confederate money from your Orator. Your Orator immediately notified Mr Sloan of the facts and informed him that he would not receive any further payments from him in Confederate money.

Your orator will now show you that
the state of the Country being unsettled, the war
still continuing and he expecting every day
to be compelled to go into the army, he placed
the notes in his mothers hands thinking that they
would be safer with her than they would be with him
Your orator at the time he placed said notes in his
mothers hands gave her strict charge to take par-
ticular care of them allow no person to get
possession of them. and to be sure and not
receive any money upon them, (and especially Con-
federate money,) unless he your orator was taken
into the army and never got back. Your orator
expressly told his said Mother that if he remained
at home or in the County that he would attend to
the business and she was to have nothing to do
with it further than to keep said notes safe, but
that if he your orator, was taken off and never
got back that then after the war closed she must
collect the money and finish paying for the land
purchased by your orator from Melbourne, & that
if the said Sloan did not pay for the land
that the notes constituted a lien upon said

Land which the Court would enforce.
Your Orator will now show your Honor
That soon thereafter the said Sloan coming in
some way that said notes were in the hands of
your Orator's mother, went into her house late one
evening and asked her if she had the notes, which
he had executed to your Orator, and upon her an-
swering in the affirmative the said Sloan then
told her that he wanted them that he had the mean-
ing to lift them. She told him that your Orator had
left the notes with her for safe keeping, that she was
instructed by him not to deliver them up to any
one and not to settle with said Sloan and not
to receive any money from him. said Sloan
then asked her to let him see the notes, she refused
but upon his insisting to see them that he only
wanted to see the balance yet due on them she
got the notes and handed them to him for that
purpose and no other, but when he got the
notes in his hands he carried them off to Town
and she nor your Orator ever saw them again
words. and as your Orator is informed

and believes. The said Sloan deposited an amount
of Confederate money with Mr Hagan, and that
the said Hagan acting for said Sloan, sent word
to the old lady to come and get the money, and
made the said Sloan a deed to said land. The
legal title being then in her. This whole trans-
action as your Orator is advised was a fraud upon
his rights; a subterfuge adopted by which the
credulity & frailty of an old woman was taken
advantage of to deprive your Orator of his money.
Your Orator does not know what threats or other
unfair means were used to get his old frail
to receive said money and
mother to sign and acknowledge said deed but
she has often told your Orator that she only did
so through fear. Your Orator is advised that
this deed being thus obtained is fraudulent & void
that it does not pass the title so as to destroy the
Vendor's lien for the purchase money still due
upon said land. That the delivery of said notes
to said Sloan and the receipt of the Confederate
money from him was no discharge of the obligation
of said notes, that this delivery was a deception
of the old woman who only had the custody

and nothing more of said notes, & that
the payment of the same made in the way
above related was a fraud, that it was intended
as a fraud and therefore void.

Your Orator alleges that said notes are still
due him & that they constitute a lien upon said
land, in the nature of a vendors lien.

The object of this bill is therefore to collect
the balance of the purchase price of said
land after deducting therefrom the two pay-
ments made as aforesaid to set aside the
deed made by Nancy Worley to James Sloan
and to subject said land to sale to pay
said purchase money. And to this end he prays
James Sloan and Nancy Worley the parties
defendant to this bill and he prays that
they each be required to answer to several
allegations on oath as specifically as if they
were here again repeated by way of specific
interrogatories, and that upon a final hearing
he prays for a decree annulling said deed setting
up said notes & a decree for their payment
and that said land may be subjected to the

payment thereof and if mistaken in his
special prayer then your brother prays
for such other further general as special
relief as is suited to his case and must
for a Court of equity to grant And as in duty
he will ever pray &c.

Moay Spawm
C. T. Duncan for
Plaintiff

James Morley

vs 3 Bill in Chancery

James Sloan et al

1881 Mr. Bill Filed Sp. Exec.
+ Decree nisi

11 April Decree nisi confirmed
+ set for hearing by J. P.

11 Aug. ych. Demr. + P. M. on motion
but filed Rep. thereto + c. to.

1881 Aug. Serin continued

1882 Mr. continued

11 Aug. Decree nisi

Dr. Clk. \$ 4.32
1.93

1.20
15.00
1.80

20 6.50

\$25.00
1.25
\$26.75

Defts. costs

6 2.03
A 15.00
J. P. 75

60 6.50

\$18.28

To the Hon John A. Kelly Judge of the Circuit
Court of Lee County Virginia

The answer of James Stone to a bill filed in
this Honorable Court against him by James Worley says
that the plaintiffs bill is not sufficient in law and of
this he prays he prays the judgment of the Court;

But if any other further answer is required of him
to the many false statements of the plaintiffs bill, and of
the false insinuations contained therein, answering
he says that he supposes it is true that the plaintiffs
mother in the year 1861. was the owner of a tract of
land situated in this county about 13 or 14 miles west
of the court house as stated by the plaintiff, and that the
same is accurately described in an actual and not in
a pretended deed, as stated by the plaintiff, made by
Nancy Worley to this respondent, dated 186

This respondent supposes it is also true that the Poffs
mother was an old woman in the year 1861. but as to
what her age then was he cannot state, for aught he
knows the plaintiff may have stated the same accurately.

He supposes that it is also true as stated by the Poff
that in the year 1861. the two unmarried sons of Nancy
Worley who had been living with her claim to that time, went
into the Confederate Army, one into the 50th Va. Regt. and
the other into Maj. Thompsons Battalion, that ^{the} one who
went into the 50th Va. Regt. died, and that the other
still continued in the army, that the plaintiffs
mother was thus left alone except an unmarried
daughter who still continued to live with her.

As to the conclusions to which the Pelffs Mother arrived or the reasons which operated to induce them this respondent knows nothing. And for aught he knows all that the plaintiff states about going to see his mother his conversation with her, and hers to him, and their final agreement and understanding may all be true. And it is true that this respondent at the instance of Nancy Workey did go to see the plaintiff with a view to the purchase of said land. And it is also true as this respondent supposes that the Pelff did again visit his mother as stated by him for by a title bond dated Dec. 2nd 1861. (and not Dec. 25 1861 as stated by him) the Pelff and his mother bound themselves in the sum of \$2200.00 to make to this respondent a title to the land mentioned in said bond (and the plaintiffs bill) when the purchase money thereof should be fully paid.

It is also true so far as this respondent knows, that the plaintiffs mother gave him said land in consideration of his undertaking to provide in future for her comfort and support and that of her unmarried daughter. And for aught he knows the plaintiff may have kept such promise and undertaking by providing for his mother and sister from that time to the present.

It is also true as before stated that the plaintiff sold this respondent the said land at the price of \$1050.00 & he and his mother executed their bond to this respondent for a title thereto as before stated. and said sum was to be paid in five separate installments, the first four of \$200.00 each and the 5th and last of \$250.00 and while

this respondent does not recollect the precise times at which each of said payments were to be made yet he supposes that the plaintiff has perhaps stated them correctly in his bill, and it is also true that this respondent executed his five notes or bonds to the plaintiff for the purchase price but none of said notes were to bear interest until after maturity, and these notes were so far as this respondent knows the property of the plaintiff.

This respondent does not know at what time the Plaintiff purchased of George B. Milburne the tract of land of which he speaks, nor does he know with what view he sold the tract to your respondent and bought the one from said Milburne he may have intended in his own mind so far as this respondent knows that the one should fit and note the other, but if such were his intentions, this respondent had no knowledge of it, and ^{at} the time the plaintiff and his mother sold said land to respondent, the plaintiff said nothing in reference to his purchase from Milburne and there was no understanding or agreement ^{and the Plaintiff} between respondent at that or any other time, that respondent's payments were to be made so as to meet those of the Plaintiff to said Milburne and it is utterly untrue and without the slightest foundation in fact when the Plaintiff says that by the terms of his sale to respondent he was to receive only such currency in payment, as said Milburne would receive of him.

It is also true as stated by the plaintiff, that respondent about the time the first of said notes became due paid the same in full and \$40.00 over, which was credited on the second ^{note} and at its maturity the balance due therein was paid about Jan 1863 amounting to \$160.00

But when the plaintiff states that this was all that this respondent ever paid him toward the purchase price of said land he uttered that which is untrue in fact, and that which he must know is untrue, if his memory of the transactions then had served him correctly, for soon after said payment was made as above stated this respondent in the town of Jonesville paid the plaintiff the last three notes after deducting the interest which would accrue upon the money from that time to the maturity of said notes respectively, and this payment of these three notes was made under the following circumstances and agreement between the Plff and this respondent: About the time said second installment became due, this respondent went to the plaintiffs house with the view of making the payment, and on arriving there, the Plff informed respondent that the notes were not at his home, but were at his mothers house, and they thereupon started to the house of the latter and on our way thither the Plff pointed ^{out} to respondent the farm which he said he had purchased from George B. Melbourne, and this is the first time that respondent knew that plaintiff had purchased land from said Melbourne

On arriving at the house of Nancy Worley the plaintiff produced the note for the second installment with a credit thereon of \$40.00 and this respondent then and there paid the Piff \$160.00 the balance due thereon, and lifted said note. And at this time, and as respondent was about to start to his home, he proposed that if the Piff would knock off such a sum from the remaining three notes as would be equal to the interest upon the money from that time until the maturity of said three notes respectively, and would cause his mother to make to respondent a deed for the land, that then respondent would in a few days pay the balance due on the last three notes. after making said deduction. And to this proposal the plaintiff readily agreed and a day was then agreed upon when the Piff and his Mother was to meet respondent at Jonesville to consummate this agreement. On the day thus agreed upon, respondent left the army where he then was and repaired to Jonesville where he met the plaintiff but his Mother was not with him, and plaintiff gave as a reason for her not attending her ill health and bad weather, but respondent and plaintiff then went to the law office of Mr. Hagan and procured him to make a calculation of the sum of money it would require under said agreement to lift and pay off said three notes, and by his calculation he said it would require the

Sum of \$579.00 And the plaintiff then and there
surrendered to this respondent out of his own hands
the last three notes given for the purchase money of the
land. And respondent not being willing that the Poff
should get the money in his own hands until his
mother should make sign and acknowledge a deed
conveying the land to respondent, it was mutually
agreed between the Poff and respondent, that the
money should be placed in the hands of Mr Hagan
to be held by him until said deed should be made
and there to be delivered by Mr Hagan to the Poff
And respondent then handed said sum of \$579.00
to Mr Hagan who executed a receipt therefor to res-
pondent for that sum stating therein that the
same was to be paid to Nancy Horley when such
deed should be signed and executed, which ^{receipt} is herewith
filed as a part of this answer marked (A) And the
said three notes paid and left as above stated are
herewith filed as a further part of this answer
marked (B) It is true said sum of money
was paid in Confederate States treasury notes, but
no objection was made at the time by the plaintiff or
any else to receiving that currency in discharge of
of said three notes, and it is too late now to make such
objection. After the above mentioned transactions were
completed respondent returned home and from time
returned to the command to which he belonged
in the Confederate army, and there remained

until she was closed not knowing what had become of the money, or whether said deed had been made by the said Nancy Worley pursuant to said arrangement, ^{or not} but upon inquiry at the clerk's office he found that the deed had not only been executed according to said arrangement but had also been recorded. This respondent was not present when said deed was executed nor did he know until long afterward, that it had been executed at all, so much then for the insinuations of the plaintiff as to the force and fraud used by respondent to procure and force its execution.

As to this respondent's going to the house of the Pelff mother late one evening, asking to see said notes, and in order to get to see them assuring her that his object was only to see how much there was due on them, and saying that he had the money to pay them, and after getting them into his hands carried them off to Town, as stated by the plaintiff in his bill, this respondent says that each and every part thereof is utterly false, and without the slightest foundation in fact.

This respondent got possession of said notes in the manner before shown, and the plaintiff delivered them to respondent with his own hands as before stated, and this the Pelff knows if he knows any thing, or he ought to know it for such is the fact.

This respondent cannot undertake to say what may

have been said by George B. Milburne or his agent to the Peff, or what word they may have sent him with reference to not receiving any more Confederate money toward the land bought by the Peff from said Milburne yet if all that be true as stated, still this respondent as he is advised cannot be affected thereby because the one purchase and sale had no connection ^{whatever} with the other so far as this respondent is concerned. And if such word was in fact sent to the plaintiff, he never did at any time send word to this respondent that he would take no more Confederate money of him. ^{this respondent did not receive} or if he sent such word ^{it}

Here it is true that this respondent obtained the said three notes from the Peff's mother as stated in the plaintiff's bill, still the plaintiff and his mother by the execution and acknowledgment of said deed ratified and sanctioned the means used as legal and proper, and the plaintiff cannot now be entertained in a court of equity on such a flimsy pretence, but the charge is not true.

This respondent took no advantage either of the plaintiff or his mother in any way but in all his transactions with them he acted as just and fairly with them as he knew how. and he never practised or attempted practise any deception or use any unfair means to procure said deed the same is therefore conclusive upon them and and frees the fee simple to said land in respondent without lien or encumbrance of any kind

The land purchased by respondent from the plaintiff and his mother, was not worth at the time in good money more than \$300.00, or \$400.00 at the most, and the contract in relation thereto was entered into with reference to Confederate money as a Standard of Value, and this respondent here states that he has often tried to sell this land since the close of the war, and he has never been offered therefor as much as \$400.00 and he does not now believe that it would bring exceeding \$300.00 if that much.

In making the first payment on said land, this respondent let the plaintiff have a valuable mule and a cow, and the balance he paid in money, and \$40.00 on the second note, and at the time this payment was made Confederate money was but little under par, and at the time the second payment was made Confederate money was still comparatively good. Respondent therefore alleges that the property and money paid by him to the plaintiff in discharge of the first two notes was equal in value to the land subsequently conveyed to him by Nancy Worley.

This respondent having now answered the plaintiffs bill as fully as he is advised is material he here denies each and every statement therein, not herein denied or confessed or confessed and avowed he therefore prays that the plaintiffs bill be dismissed and respondent decreed his costs. Ayers & Morgan for Deft.

I do solemnly swear that the facts and statements
set out in the foregoing answer so far as made on my
own knowledge are true, and so far as made on
information derived from others I believe them to be true
So help me god. James Stone

Sworn to before me by James Stone.

H. J. Morgan Com.

James Stone

Adm. }
Answer

James W. Orley
Witness April 24th 1881.
James W. Orley.

James Worley Plff }
vs } In Chcy
James Sloan et al. Dfts }

This Cause came on this day to be heard, on the Bill of the Plff, & exhibits therewith, the answer of the defendant James Sloan & exhibits therewith, the replication thereto, the deposition of witnesses and was argued by Counsel. On consideration of all which - It is adjudged ordered & decreed, that the Plaintiffs Bill be dismissed and that the defendant Sloan recover against the Plaintiff Worley his costs by him about his defence in this behalf expended. and the cause is stricken from the docket.

James. Morley
vs 3 Occur. No 1
+ Final
James Sloan et als

Entered Page 269
J. A. Hyatt
Clerk

Enter this

J. A. K.

Sept 4/82

Chd 5-2

Mr James Worley

You will take notice that on Saturday
the 25th day of March 1882 at 10 O'clock of that
day, at the law office of H. J. Morgan in the Town of
Jonesville. I will proceed to take the deposition of
James Slane & Henry J. Morgan which when taken
are intended to be read as evidence on the part
of the defendant in a certain suit now pending
in the circuit Court of Lee County in which you are
plaintiff and I am defendant. March 24 1882

James Slane by
Ayers & Morgan his counsel

James Stone

advs { Notice 25 Mar 84

James Worley

I accept legal service of

the within notice

James Worley

James Worley Plff }
 vs. } In Chancery
 James Stone Dft }

The deposition of the aforesaid James Stone and Henry J. Morgan taken pursuant to notice on the 20th day of March 1882 at the law office of Henry J. Morgan in Jonesville which are intended to be read as evidence on the part of the defendant in the above styled suit now pending in the circuit court of Lee County Va.

The said James Stone a ~~competent~~ ^{competent} of lawful age being duly sworn deposes and says
 In answer to the questions of the defendant.

We Stone you will please state what took place between you and the plaintiff commencing at the time the second payment of the purchase money was made by you to him, tell how and when ^{and where} it was made, what arrangement was then made between you and him as to the deferred payments, how and when ^{and where} that arrangement was carried out, the persons present, who made the calculations for you, to whom the purchase money was paid why it was not paid to Nancy Worley, who delivered to you the notes for purchase money filed with your answer marked (B) was the purchase money then to be paid to the Plff or Nancy Worley and if not, why directed to be withheld, how long & where to be paid over, was you present when Nancy Worley made you the deed dated Feb. 7-1863 if not where were you. Did you use force to obtain said notes or deed if so state all about. Did you say or do anything calculated to intimidate or

or put in fear any one even the most timid if so
state all about it, and any fact or circumstance you
may know in relation to the matter.

Answer, The second installment of the purchase money
referred to in the question, became due about
Jan'y 1863, and a few days thereafter I went
to Plaintiff's residence to pay the balance due
thereon, which was \$160.⁰⁰ Forty dollars having
been previously paid, on arriving at his
house, he told me that the notes were
at his mother's house, about $\frac{1}{2}$ mile distant
we started to his mother's house to get the
note, and on our way to his mother's he
showed me the land which he said he
had purchased from George Milbourn,
and that was the first I knew, that he
had bought any land from Geo Milbourn
on arriving at his mother's house she at the
request of James Worley, produced the note
for the second installment, and I thereupon
paid off that note and lifted it, which
left \$650.⁰⁰ still due for the land, which
was payable in three separate installments,
and before leaving Nancy Worley's house I
proposed to the Plaintiff that if he would knock
off the interest on said three notes, and
would get his mother to make a deed
that I would get up the money and pay.

the balance of the purchase money, to which proposition the Plaintiff readily agreed, we thereupon fixed upon a day to meet at Jonesville to carry out this arrangement on the day agreed upon. I came to Jonesville, where I met the Plaintiff but his mother was not with him, and he gave as a reason for her not coming her ill health and the bad weather, he then proposed that we should go to Mr. Hogan's Office, and get him to make the calculations for us, which we did, and Mr. Hogan informed us that it would require \$579.00 to discharge said notes. It was then mutually agreed between us that Mr. Hogan should hold the money until the weather settled, so that his mother could come to town and make the deed, and I thereupon paid Mr. Hogan the money and took his receipt, and the same is filed as an exhibit in this cause, and the Plaintiff then and there, out of his own hands, delivered me the three notes, which are likewise filed as exhibits with my answer. The reason I did not want the money then paid to James Worley, was that I knew the title to the land purchased by me was in his mother Nancy Worley, and

when the title should be made, it was of no consequence to me, to which of the two Mr Hogan paid the money. I then learned from the conversation between Mr Heagan and James Worley, that the latter wanted Mr Hogan to receive the money, as the agent or atty of Geo Milbourn, and to credit the same on his Worley's bond purchase of Milbourn. This Mr Heagan declined to do. but told Worley, that as soon as his Mother made Mr Sloan the deed the money was there, to do as he pleased with. I do not remember of any other person being present except Mr Hogan, James Worley and myself. I then went home, and from there back to my Command, and there remained until near the close of the war, I was not present when Nancy Worley executed the deed to me, and I did not know that it had been executed to me, until after the close of the war, when either Mr Heagan or the Clerk informed ^{me} of its execution, I never did at any time use force, or threaten to use force to procure the execution of said deed, or the delivery of the said notes, but the same were procured in the manner already detailed

The Contract for the purchase of the land in question, was made between James Worley and myself - but I at the same time knew that the title to the same was in his mother Nancy Worley, and I required both James Worley and his mother Nancy Worley to sign a title Bond to me for the land, but I made my notes for the payment of the purchase money payable to James Worley. The title Bond here referred to, I file as a part of my deposition marked "C". I do not now remember to have seen John R. or Jefferson Worley - brothers of the Plaintiff after they volunteered, and went into the Confederate Service, and I am satisfied that neither of them were present, at the time of any of these transactions.

And further this witness saith not.

James Stone

Herry J. Morgan another witness being sworn Says

I have known the land in question practically for the last 20 or 25 years, having often rode by it, and some time between the years 1865 and 1875 I do not remember when I went upon and to some extent over the land with the view of buying it from Mr. Stone, in order to collect an old judgment which he then owed me, and from the knowledge thus acquired of said land, I am of opinion that it is worth some three or four hundred dollars, and not more than four hundred at most, I might however be mistaken as to its value.

From an examination of ~~the~~ copy of Nancy Worley's deed to Stone filed herewith marked (D) I see that it was acknowledged before me as then clerk of the County Court of Lee by Nancy Worley on the 18th day of March 1863. but independent of said deed I do not remember any thing of the transaction. On looking at said deed I am enabled to state that no intimidation or force of any kind was used by any one to procure the execution and acknowledgment of said deed. for I am satisfied that I would not have taken such acknowledgements under any circumstances under duress. Mr. Hagans receipt filed as an exhibit with depts answer seems to bear date Feb. 6-1863. the deed of Nancy Worley bears date Feb. 7 1863. and acknowledged the 18 of March 1863. and further this witness saith not

Cross Examined

Question by Plaintiff. You state in your deposition above that upon looking at said deed that

you are enabled to state that no intimidation or force of any kind was used". Do you mean to state, that intimidation force or threats was not used on Mrs Morley, at any time by any person or do you mean to state that such was not used in your presence?

Answer I only meant to say, that no such force or intimidation was used in my presence, I do not know what may have taken place elsewhere

And further this witness saith not

Henry J Morgan

Virginia Lee Es To wit:

The foregoing depositions of James Slone and Henry J. Morgan was taken before me, sworn to and subscribed by them, at the time and place, and for the purpose mentioned in the caption herein under my hand this March 25th 1882.

Henry C. Forslyn J.P.

Justice's fee for deposition
is \$.75 cts

James Sloan

ads } Deposition

James Worley

Filed Aug - 1882

J. F. Hyatt

Justice fee 75.

Chd. 52

James Worley

or

James Sloan et al

} in lch

I Patrick Hagan a witness of law
age^d states that I remember James
Sloan and another man whom I
think was a Worley, but whether it was Jos
Worley or not I cannot say, came to my
office in Knoxville sometime in the Spring
of 1863. Sloan asked me to make
a calculation which I did, and at
the same time he placed in my hands
an amount of Confederate money for
some purpose, I see by an examination of
exhibit A. filed with deft Sloan's answer
that I wrote it and I have no doubt
of the truth of the facts therein stated,
But I have no distinct recollection that
I paid said money to Nancy Worley or any
other person although an indistinct
impression is made in my mind, that
a woman came to my office shortly
afterwards in regard to the Sloan
business. I am satisfied however that
I used the money as I was directed by
the parties interested - Sept 27th 1881
Patrick Hagan

Mrs. Wibley

W { sup of P. Hagen
Jas. Swan

The deposition of James Worley
taken before the undersigned Commissioner in
Chancery of the Circuit Court of Lee County Va.
at his office in Jonesville Va. by consent of par-
ties, on the 17th day of August 1882. to be read
as evidence in behalf of the plaintiff in a cer-
tain suit in chancery now pending in said
Circuit Court, in which said Worley is plaintiff
and James Sloan defendant.

The said James Worley a witness of lawful age
and being first duly sworn deposes & says.

Question by Plaintiffs counsel- You have
heretofore given your deposition in this
case have you not? and if so is that depo-
sition full and complete, and did the
justice before whom it was taken take
down all the facts stated by you on that
occasion?

Answer. I have heretofore given my deposition in this case,
but I do not think the justice took down all the
facts I stated.

Question by same. At the time you sold
the land in the bill mentioned had you
purchased the tract of land from Geo B.
Milbourne, and was there any contract
between you and the said Sloan as to
what kind of money he Sloan was to
pay you in or as to how payments were to
be made?

Answer. I had ^{before} ~~at~~ that time purchased the tract of land from George Millhourn, that is before the trade was closed with Sloan, and I ~~made~~ ^{closed} the trade with Sloan for the purchase of Millhourn, and then went and closed the trade with Sloan, intending the payments to be made by Sloan to meet my payments to be made to Millhourn. I at the time informed Sloan ^{that I would receive from him} ~~what~~ ^{ever} kind of money I would have to pay Millhourn, and Sloan then executed to me his notes, calling for dollars & cents.

Question by same How these notes executed to & made payable to you.

Answer. They were.

Question by same Have they ever been paid to you.

Answer. They have not all been paid to me. I sold the land for \$1050.⁰⁰, for which I took said Sloan's notes and he paid me the two first notes amounting to \$400.⁰⁰, The other three notes for \$650.⁰⁰ have never been paid to me.

Question by same Are these three notes still in your possession? If not what did you do with them.

Answer. They are not. I left them with Mother to take care of, expecting to go into the army, with direction to her to keep them, and if I remained in the country I would attend to the business, but if not she would

have to collect the money from Mr Sloan
and pay up George B Millhourn for his land.
Question by same. Did you have
to go off into the army before Mr
Sloan got these notes.

Answer I did not.

Question by same. Did you and
Mr Sloan at the time he paid you
the \$160. balance of the second note
have a contract or agreement by
which you was to knock off the in-
terest of the notes which he still owed
you if he would pay you the money
on them? If so please tell all about
that contract or agreement?

Answer. At the time he paid me the \$160. I told him that I
had seen ^{Madame} Millhourn a few days before about the
notes I owed George B Millhourn and he referred
me to Patrick Hagan who was attending to
George B Millhourn's business, and Mr Hagan
informed me that if I would come on with
the money he would take it. I told Mr Sloan
that if he would pay me the money on the notes
that were not due, I would knock off the interest
on said notes, this he agreed to do if he could
raise the money, and we fixed upon a day to
meet in Jonesville for him to pay me the money
and get his deed, I came to Jonesville on the day

fixed and brought my Mother with me, but Mr Sloan failed to meet me, I brought the \$160 Mr Sloan had paid me, and paid it over to Mr Hagan on my William notes.

In a short time after this I met Mr Hagan and he informed me he would take no more Confederate Money on the George B William notes.

Question by same. Did you at any time after this, inform Mr Sloan, that you could pay no more Confederate Money on the Milbourne notes, and that you could ^{take} no more Confederate Money from him.

Answer. I did not, I never saw him any more till shortly before the surrender, when he came to my house and staid all night

Question by same. Was you present when the money was paid by Sloan to Patrick Hagan for the three last notes presented by him to you.

Answer I was not.

Question by same. Did you give said Sloan any direction to pay said money to Hagan or did you give said Hagan any orders to receive it.

Answer. I did neither.

Question by same. Were you present when your mother executed the deed to said Sloan - for the land you sold to him.

Answer I was not.

Question by same. Did you give her any direction or orders to execute said deed.

Answer I did not.

Question by same. Did you know anything of the payment of the money by Sloan to Hagan before the execution of said deed by your mother?

Answer I did. Shortly afterwards as I suppose my brother told me that Sloan had got the notes and that he had left the money with Mr Hagan for me.

Question by same. After you had been informed that Mr Sloan had left the money with Mr Hagan for you how long was it till you understood your mother had made the deed to Sloan, and did you at anytime after you found that Sloan had got the notes and left the money for you, tell your mother

not to execute the deed to Mr Sloan
Answer I do not recollect. Nor do I
recollect that I told her not to make
the deed at any time after hearing
the money had been left with Hagan.
Question by same - Did you at
any time direct your mother to make
said deed or consent for her to do
so.

Answer I did not, after I under-
stood that Sloan had got his notes
and left the money with Hagan
for me. I brought her to Jonesville
with me to execute the deed on the
day that Sloan and myself had
agreed to meet in town as before
stated.

X Examined

By Defendants Counsel. How long was
it after Mr Sloan paid you the \$160 till
you brought your mother to town as
above stated to make the deed

Answer It was not long only six or
seven days as I now think.

I also remember the fact that ^{after} my mother
and brother received the money from
Hagan that they brought the money
to my house and counted it over in

my presence, and then my mother
took the money back, and kept it at
her house - I telling them that the
whole thing was wrong and I could
do nothing with the money.
And further this deponent saith not.

James Worley

The foregoing deposition of James Worley was taken
subscribed and sworn to before me at the time
and place and for the purposes in the caption
mentioned. Given under my hand August
17th 1882.

James W Orr, Comm.

James Worley
vs Dep of Worley

James Sloan.

Filed Aug 17th 1882.

J. A. Hyatt
Clerk

Court fee \$1.50

Chas 6-12

The depositions of Nancy Worley and James Worley taken at the dwelling house of James H. Sword in Lee County on the 20th day of March 1882. pursuant to Notice hereto attached, before me Colisha H. Sword a Justice of the Peace in and for said County, which depositions are intended to be read as evidence in behalf of the Plaintiff in a suit in Chancery now pending in the Circuit Court of Lee County Virginia in which James Worley is Plaintiff and James Sloan is Defendant.

The said Nancy Worley a witness of lawful age being first duly sworn depose & say:
Question by Plaintiff. What is your age.

Answer - About seventy six or seventy seven

Question by same. Will you please state all about the sale of the land formerly owned by you and sold by James Worley to James Sloan? and all about ^{the} notes presented by Sloan to Worley, and how James Sloan got into possession of said notes, and then state how you come to execute a deed to him, for said land?

Answer. The land in question belonged to me and I gave it to James Worley to dispose of in a manner to suit himself provided he would take care of me but I did not deed it to him. The note in question was left in my hands to take care of by the said James Worley -

but Mr. Sloan being at my house and being desirous to see the amount of the note I handed it to Ran Worley to look at and he and Mr. Sloan left my house together and I suppose went to Jonesville together I suppose that on that occasion he (Ran Worley) gave Mr. Sloan the note for he did not have it when he ^{I asked him for it and he said he did not have it} returned - the amount of the note was six hundred and fifty dollars and was due at different times.

As Mr. Sloan left about five hundred dollars in confederate money at Jonesville for me (according to the best of my recollection) which I think came to me by the hand of Ran Worley And I asked Patrick Hagan for advice and he said that Mr. Sloan would sue me and make me make the deed in question and as it was war time I thought I could be forced to make it and was afraid to fail therefore I made the deed to Mr. Sloan I have forgotten whether I saw the deed drawn or not I did not employ nor pay any one to draw the deed I do not remember acknowledging the deed before any officer

Here the Plaintiff closes

Question by Defendant Was Jefferson and Ran Worley in the Army when I bought the land in question? Ans. Jefferson Worley had went into the Army and was dead at that time And Ran was in the Army at that time

Question by same. Did ever I ever promise you any money or make any trade with you

Answer: Not about the land.

Question ^{by the same} Did I and James Warley come to your house together at the time of the second payment ~~by~~ made?

Answer Yes you did.

Question ^{by same} Did you get the money that James Warley and myself paid to Hagan? ^{Ans.} James Warley got it.

Question ^{by same} Did ever I give you any abuse in any way? ^{Ans.} No you did not.

Question ^{by same} Did ever I threaten you in any way?
Ans. Not that I know of.

Nancy ^{her} Warley ^{mark}

Here the Defendant closes.

The said James Warley ^{a witness of lawful age first} being duly sworn deposes and says: that his age is 60 years. In 1861 ^{Nancy Warley} ~~she~~ ~~mother~~ gave me the land in question, as she wanted to leave it. I was to support her therefor. I was trying to procure a house for Nancy Warley and came across George Milbourn who had a farm for sale. I saw Mr Sloan who had come up to buy or rent the land in question. I sold the said land to Sloan for \$1050 to be paid in yearly payments ^{\$2.00 per year until last one which was \$250} and I bought the said Milbourns land for the same price payable in yearly installments intending to make the land

in question pay for the Milbourn land
I gave the notes to mother to take care of for me
as I was ^{expecting to} go ~~into~~ into the army giving directions
to her to take such money as would pay for
the Milbourn land before mentioned. I had to
go into the Confederate service at last. I gave
the second note to Mr. Sloan and he paid
me the money on the same I do not
know how he got the other ^{three} notes which were
six hundred and fifty dollars. Patrick Hagan
told me not to take any more confederate
Money for it would not discharge my
debt. I left the Title bond and notes
in the care of mother so that if I was
taken into the service and did not
return she could get the benefit thereof

Here the Plaintiff Closes

Question by Deft Was that Milbourn Title bond in your name
or your Mothers name?

Answer It was in my name I think

Question by same What time did I pay you that \$160 or the
second payment?

Ans. About the first of January 1862

Question by same Did we in your Mothers House make an
agreement ^{at the time of the payment of the \$160} you were to knock off the interest
off of the \$650 & paying you the balance and
that you were to make a deed and ^{did we} set the time therefor?

Ans. I made that agreement.

~~After you at home when the deed was made~~
Question by same Do you believe conscientiously that your mothers
recollection is good for 20 years back?

Ans. In some things it is and in some it is not
James Morley

The Defendant Here Closes

Virginia Lee County to wit:

I E. N. Sword an acting Justice of the
Peace within and for the County and
State aforesaid do hereby certify that the
witnesses ^{Nancy Worley & James Worley} named in the within Deposition
personally appeared before me this
March 24th 1882 at the Residence
of Jas. A. Sword and made oath before
me to the truth of the same

Bill of Costs

E. N. Sword J. P.

Justices Fee \$3.00

Depositions
of
Nancy Warley
and
James Warley
in behalf of

Received & taken
the Justice before
whom taken &
filed Masco 27/8

J. A. Hyatt²
Clerk

Chd 5-2

J. P. fee. \$3.00

Rec^d of James Sloan five hundred
and seventy nine Dollars in Conspeter=
ate notes which I am to pay to
Nancy Worley when she signs
& acknowledges a deed to a tract
of land purchased of her by the
Said Sloan. Feb 6th 1863

P. Hagan

(A)

(A)

By the first day of January 1864. I bind my self
heirs &c. to pay James Worley two hundred
dollars for value receivd of him as witness my
hand and seal this the .2.. day of december.. 1861
Jacob Wolfenbarger

By the first day of January.. 1865.. I bind my
self heirs &c. to pay James Worley two
hundred dollars for value receivd of him as
witness my hand and seal this the .2.. day of
december.. 1861..
Jacob Wolfenbarger

By the first day of January.. 1866.. I binde
my self heirs &c. to pay James Worley two
hundred and fifty dollars for value receivd
of him as witness my hand and seal this
the .2.. day of december.. 1861..
Jacob Wolfenbarger

over

Chong
5000
ridges

over
De

B
James Stone

James

Know all Men by these presents that
We Nancy Worley and James Worley her son
of the County of Lee and Commonwealth of
Virginia are held and firmly bound
unto James Stone of S^d County in the
penal sum of twenty Two Hundred Dollars
which payment well and Truly to be Made
unto the s^d James Stone his Heirs &c.
I bind ~~me~~ we bind ourselves &c firmly by
these presents witness our hands and seals
this 2nd day of December 1861.

The Condition of the above obligation is
such that if the s^d Nancy Worley and
James Worley shall Make a clear
and Lawfull right depending from them
and their heirs and all other persons
to the s^d James Stone or his heirs for one
Hundred and thirty Acres of Land be the same
More or Less Lying in the S^d County of Lee
and bounded as follows Beginning on a
Blackoak and whit oak on a hill corner to
Union Lowes Land and with a line thence
N 30 W 9 poles to a whit oak N 21 W 86 poles
to a Chestnut on the side of a Road N 28
W 66 poles to a red oak and whit oak thence
S 65 W 140 to a poplar and dogwood thence
S 75 poles to a poplar and Hickry on the turn
of a hill thence S 69 E 67 poles crossing the
west fork of Lick Branch to a Sowerwood
a Hickry and Two Beaches on the point of
a Hill thence S 72 poles to a Maple and
Beach on the east Bank of a Branch
Sparks Corner thence N 89 3/4 E 131 poles to
the Beginning

Thin this obligation to be void Else To remain
in full force

Acknowledge; in
presence of,
attest

John B Parsons
Jacob Wilfengauer

her
Nancy X Worley
James ^{mark} Worley

33
66

This B. Bond is null and void By the
Deed being made to me James Stone
this the 26 day of June 1863

Dear Sir I seize the opportunity to inform you
that I am well & hope this few lines may find
you well I have nothing of importance to write

1 when this war is over what then will be done
with the negroes the negroes won't have no home
2 the will have to go the will have to live there have
the worst of both worlds the country is so poor
3 in this country is full of negroes the negroes are so bad
when the was wiped at richburg the was very mad
4 there in sum comfort may suit them now what will
the can not tell how bad

257

257

257

257

This deed made this seventh day of February in the year of our Lord, One thousand eight hundred and sixty three between Nancy Worley of the one part and James Sloan of the other part, both of Lee County Virginia. Witnesseth that in consideration of the sum of one thousand and fifty dollars paid by the said James Sloan to the said Nancy Worley the receipt whereof is hereby acknowledged she the said Nancy Worley doth grant, bargain, sell and convey unto the said James Sloan with general warranty the following described tract of land, situated lying and being in the said county of Lee on the waters of Martins Creek containing one hundred and thirty acres, more or less and bounded as follows to wit.

Beginning at a black oak and white oak on a hill corner to Vincent Lows land and with a line thereof, N 30 W 9 poles to a white oak, thence N 2 W 86 poles to a chestnut on the side of a road thence N 25 W 60 poles to a red oak and white oak thence S 65 W 140 poles to a poplar and dogwood, thence S 75 poles to a poplar, & hickory on the turn of a hill, thence S 67 E 67 poles crossing the west fork of Lick branch to a sourwood and hickory and two beeches on the point of a hill thence South 72 poles to a maple and beech on the east bank of a branch Spears corner, thence S 59 E 131 poles to the Beginning.

The said tract of land is the same which has been conveyed by deed from Ira Warner and Jane his wife to the said Nancy Worley which deed bears date 16th February 1861 and of record in the clerk's office of the county court of said county, to which reference is hereby made to have and to hold the said tract of land with its appurtenances unto the said James Sloan and his heirs forever, against the claims of all persons whomsoever, the said Nancy Worley will defend. Witness the following signature and seal the date first above written. Nancy ^{Worley} (seal) mark

Lee County Court Clerk's office March 18th 1868.

This Indenture of bargain and sale for land between Nancy Worley of the one part, and James Sloan of the other part, was this day admitted to record, acknowledged before me by the said Nancy Worley to be her act and deed and admitted to record.

H. J. Morgan C. C.

A copy
Teste John R. Gibson Clerk

James Sloan
H. J. Morgan } Copy of Deed

~~Nancy Worley~~

Recorded In Deed

Book 10 p. 259.


J. R. Gibson clks

(D)

Nancy Worley to Jas. Stone
deed dated Feb. 7 1863 and
acknowledged March 18 1863

The plea of James Sloan to the bill of complaint of James Worley against him exhibited in the circuit court of Lee County Va on the chancery side thereof. This defendant by protestation not confessing or acknowledging all or any part of the matters and things in the said bill of complaint contained to be true in manner and form as the same are therein set forth for plea nevertheless to the said bill doth plead and aver, that if the plaintiff ever had any cause of suit against this defendant for or concerning any of the matters in the said bill mentioned which this defendant doth in no sort admit such cause of suit did not arise within ten years next before the institution of this suit, Wherefore this defendant humbly prays judgment of the court whether he shall be compelled to make any further or other answer to the said bill of complaint and prays to be hence dismissed with his reasonable costs

Alexr Morgan
Dft atty

James Sloan
ad  Plea
James Worles

Filed Apr 2^d 1881.
James W Orr Clk

The Commonwealth of Virginia.

We command you to summon

To The Sheriff of Lee County, Greeting:

James Sloan & Nancy Worley

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court House, on the first Monday in *March*
next, being rule ^{day}, to answer a bill in Chancery, exhibited in our said Court against *them* by

James Worley

And have then there this writ. Witness JAMES W. Orr, Clerk of our said Court, at the Courthouse, this
day of *Feb* 1881, in the 10th year of the Commonwealth.

11th

James W Orr Clerk.

James Worley
vs { Spa in Chy.
13 James Sloan et al
Mr Rules 1881.

Exacted

Thos L. Ely & L. Ely